

Licensor the proof of insurance and performance assurance required by Sections 27 and 37 of this Agreement.

34. No Ownership Rights of Licensee

No use, however extended, of Licensor's distribution poles under this Agreement shall create or vest in Licensee any ownership or property rights in said distribution poles, but Licensee's rights shall always be and remain a mere license. Nothing herein contained shall be construed to compel Licensor to maintain any of said distribution poles for a period longer than demanded by its own service requirements.

35. Term of the Agreement

This Agreement shall become effective upon the date stated above and shall continue in effect for an initial term of three (3) years. Upon completion of the initial term and unless earlier terminated as set forth herein, this Agreement shall continue in effect until terminated by either party, upon at least six (6) months' prior written notice to the other.

36. Removal of Attachments upon Termination

Upon termination by either party, Licensee shall remove all of its cables, wires, appliances, equipment and any other facilities from the poles, equipment, and facilities of Licensor within ninety (90) days of termination, unless the Parties agree to extend the time within which the facilities must be removed while they are in the process of negotiating a new agreement. If not so removed within the required time, Licensor shall have the right to remove them at the cost and expense of Licensee, in any manner Licensor chooses (including a "wreck out" of the system) and without any liability therefore. However, if this Agreement is terminated for any reason, the obligations of Licensee under this Agreement shall remain in full force and effect until such time as Licensee's cables, wires, appliances, equipment and facilities are removed from the poles, equipment, and facilities of Licensor.

37. Licensee's Performance Assurance Requirements

Licensee shall furnish a surety bond or a letter of credit ("Performance Assurance"), in a form reasonably acceptable to Licensor, to guarantee the payment of any sums which may become due to Licensor under any of the provisions of this Agreement including without limitation annual attachment fees; costs of transfers, inspections, maps, work order preparation/engineering/revision, curing non-compliance with Codes and Laws and Licensor's Specifications, removal of Attachments upon termination of this Agreement, periodic field counts, and other reimbursable costs incurred by Licensor. The list of items in the preceding sentence is not intended to be an exclusive list of the sums to be guaranteed by the Performance Assurance. The Performance Assurance shall be in the amount as specified in Exhibit D and shall remain in effect throughout the term of this Agreement and thereafter as long as Licensee has Attachments on Licensor's distribution poles or until such time as all outstanding obligations of Licensee under this Agreement are satisfied.

38. Entire Agreement

This Agreement supersedes all previous agreements, representations, and understandings between Licensor and Licensee for placement and maintenance of Attachments of Licensee on distribution poles of Licensor, and may not be modified except in writing upon the mutual agreement of both parties hereto, evidenced by the signature of an authorized representative of each party hereto. All Pre-existing Attachments shall be subject to the terms and conditions of this Agreement.

39. Unenforceable Provisions

Should any provision of this Agreement be held unenforceable or invalid by any court or agency of competent jurisdiction, Licensor and Licensee shall negotiate in good faith for replacement language, so long as the unenforceability of such provision is not being appealed by either party.

40. Cumulative Remedies

The remedies reserved to Licensor and Licensee in this Agreement are cumulative and shall be in addition to any other further remedies provided at law.

41. Limitation of Liability; Warranty Exclusion

a. Licensor shall not be liable for indirect, incidental, special, consequential or punitive damages of any kind, including without limitation lost profits, savings or revenues, and claims of customers. Licensee agrees that any claim brought against Licensee shall be subject to and covered by the insurance policy or policies Licensee acquires pursuant to its obligations to do so under this Agreement.

b. LICENSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING THE CONDITION, SAFETY, OR ANY OTHER ASPECT OF ANY POLE OR ANY SERVICE MADE AVAILABLE TO LICENSEE UNDER THIS AGREEMENT.

42. No Publicity

Neither party shall publish or use any advertising, sales promotions, or other publicity materials that use the other party's logo, trademarks or service marks without the prior written approval of the other party. Nothing in this Agreement establishes a license for either party to use any of the other party's brands, marks or logos without the prior written approval of the other party.

43. Survival of Terms

The provisions, including (but without limitation) the indemnification, Performance Assurance and other security and insurance provisions, that by their sense and context are intended to survive the completion of performance by either or both parties shall so survive such completion

of performance. At a minimum, all such provisions of the Agreement will remain in effect so long as Attachments remain on Licensors' poles.

44. Governing Law and Venue

The execution, interpretation, construction, performance and enforcement of this Agreement and the rights and obligations of the parties shall be governed by Alabama law to the extent not superseded by federal law. Any disputes arising out of this Agreement shall be resolved in the state and federal courts of Alabama, the Alabama Public Service Commission or the Federal Communications Commission consistent with applicable law. Nothing in this paragraph, or any other part of the Agreement, shall be construed to vest jurisdiction or venue in the Federal Communications Commission where it otherwise does not exist.

45. Notices

a. All notices associated with the administration of the Agreement (including but not limited to insurance certificates, Performance Assurance and other financial security, requests to assign, notices of reorganization and abandonment) shall be in writing and shall be delivered in person or shall be sent by certified mail or Express Mail service, postage prepaid and return receipt requested, or by nationally utilized overnight delivery service, addressed to the parties as follows:

If to Licensors:

Alabama Power Company
600 N. 18th Street
P.O. Box 2641
Birmingham, Alabama 35291-0757
Attn: Manager-Power Delivery Business Processes

If to Licensee:

Redacted

With copy to:

Redacted

Invoices to Licensee shall be sent to the following address:

Redacted

b. All notices associated with Operational, Engineering, or Construction matters, Electronic Notices, Applications to Attach and other notices in accordance with this Agreement and the Policies and Procedures shall be sent to each party's local offices or other designated locations. Any notice shall be deemed received when delivery is made to the above address or to any other address designated in writing and delivered to the other party in accordance with this provision.

46. No Third-Party Beneficiaries

This Agreement is for the benefit of the parties hereto, and not for the benefit of any third party. No provision of this Agreement should be construed to inure to the benefit of any third party, unless expressly stated herein.

47. Confidentiality

Licensee and Licensor agree to keep in strict confidence and prevent disclosure to others any Confidential Information without prior written consent of the other. "Confidential Information" is information furnished by one of the parties to, or developed under, this Agreement that is not generally known to the public. Such information is proprietary to and may take the form of documentation, drawings, specifications, technical or engineering data, business information, facilities location maps, and other forms, and may be communicated orally, in writing, by electronic or magnetic media, by visual observation, and by other means. Any question as to the confidential nature of information transferred from one party to the other shall be addressed to an authorized representative of the other party for clarification. Licensee and Licensor agree to limit the disclosure of Confidential Information only to their employees who have a need to know in order to perform their jobs, and to advise those employees of their obligation with respect to the Confidential Information and to accounting and legal advisors and contractors performing work for Licensee. Licensee and Licensor agree to ensure that any contractors used by the Licensee or Licensor will comply with this provision. Failure of any third party to comply with the confidentiality provision shall not negate the obligations hereunder with respect to any and all Confidential Information to which Licensee or Licensor has access. Nothing in this provision shall be interpreted to interfere or impede, in any way, with Licensor's reasonable and necessary communication with other attachers for the purposes of transferring attachments, correcting safety violations, performing make-ready work, or conducting routine or special maintenance.

48. Exhibit B

Except for the initial term of this Agreement, Licensor may revise Exhibit B from time to time, without the necessity of a formal amendment to the Contract, to reflect additions to, deletions

from and other changes in Licensor's reimbursable activities and costs. Such revision shall become effective on the date it is submitted to Licensee's address designated in the "Notices" provision. The substitute Exhibit B shall, on its effective date automatically supersede all previous Exhibits B and shall become a part of this Agreement by reference.

49. Good Faith Negotiation

The parties acknowledge that the rates, terms and conditions set forth in this Agreement were agreed to voluntarily after good faith negotiations at arm's length and contain concessions, valuable consideration, benefits and burdens for and from both parties.

50. Representations and Warranties of Licensee

a. Licensee is duly organized and validly existing in good standing under the laws of the state of its formation and is qualified to do business in the state of Alabama. Licensee has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder, and to conduct its business as now being conducted.

b. The execution, delivery, and performance of this Agreement by Licensee and all other agreements referenced herein or ancillary hereto which Licensee is a party, and the consummation of the transactions contemplated hereby, (i) are within its corporate powers, are not in contravention of law or of the terms of its organizational documents, and have been duly authorized by all appropriate corporation action(s); (ii) will not violate any statute, law, rule or regulation of any governmental entity to which it or its assets may be subject; and (iii) will not violate any judgment, decree, writ or injunction of any court or governmental entity to which it or its assets may be subject.

Witness:

Redacted

Redacted

PUBLIC VERSION

Witness:

Karon Richey

ALABAMA POWER COMPANY

Licensor

By: Sherri Morgan
Sherri T. Morgan
(Print Name Here)

Title: Joint Use Team Leader

Date: 3-7-18

EXHIBIT A

ANNUAL ATTACHMENT FEES

The Annual Attachment Fee under the Pole License Agreement between Licensee, [Redacted], and Licensor, Alabama Power Company, shall be computed as follows:

1. For cable television attachments (which are not used to provide telecommunications services), the fee shall be computed using the FCC's Cable Formula, with the following clarifications and modifications:
 - a. accumulated depreciation for Accounts 364, 365, and 369 to be calculated using Licensor's gross to net ratio for total electric plant.
 - b. one-half of Licensor's investment in overhead grounds (booked in FERC Account 365) to be included in the per pole investment calculation; and
 - c. Accumulated Deferred Income Taxes to be treated as zero cost item in the cost of capital.

By way of example, the rate for cable television attachments (which are not used to provide telecommunications services) as calculated under this Exhibit A formula for the July 1, 2017 through June 30, 2018 billing period (based on year end 2016 data) was [Redacted].

2. For attachments by telecommunications carriers, or otherwise used to provide telecommunications services, the fee shall be computed using the FCC's Telecom Formula, with the following clarifications and modifications:
 - a. accumulated depreciation for Accounts 364, 365, and 369 to be calculated using Licensor's gross to net ratio for total electric plant.
 - b. one-half of Licensor's investment in overhead grounds (booked in FERC Account 365) to be included in the per pole investment calculation; and
 - c. Accumulated Deferred Income Taxes to be treated as zero cost item in the cost of capital.

By way of example, the rate for telecommunications attachments as calculated under this Exhibit A formula for the July 1, 2017 through June 30, 2018 billing period (based on year end 2016 data) was [Redacted].

PUBLIC VERSION

EXHIBIT A-1

MODIFIED / CLARIFIED CABLE RATE FORMULA

$$\text{Annual Rate per Pole} = \frac{\text{Space Occupied}}{\text{Usable Space}} \times \frac{\text{Net Pole Investment}}{\text{Total Number of Poles}} \times \text{Carrying Charge Rate}$$

Where:

Space Occupied = 1 foot
Usable Space = 13.5 feet

And:

Net Pole Inv. = ((Gross Pole Inv. (Account 364) x .85) + Half Grounds in Acct. 365) x (Net Elec. Inv. / Gross Elec. Inv. (Acct. 101))

Where: Net Electric Investment = Gross Electric Inv. (Account 101) - Accumulated Elec. Plant Depreciation (Account 108)

Carrying Charge Rate = Administrative + Maintenance + Depreciation + Taxes + Return

Administrative Element = $\frac{\text{Total General and Administrative (Accts. 920-931, 935)}}{\text{Gross Electric Plant Investment (Account 101) - Accumulated Electric Plant Depreciation (Account 108)}}$

Maintenance Element = $\frac{\text{Account 593}}{\text{Gross Inv. in Accts 364, 365, and 369 x (Net Elec. Inv. / Gross Elec. Inv. (Acct. 101))}}$

Where: Net Electric Investment = Gross Electric Inv. (Account 101) - Accumulated Elec. Plant Depreciation (Account 108)

Depreciation Element = Dep. Rate for 364 x (Gross Elec. Investment / Net Elec. Investment)

Where: Net Electric Investment = Gross Elec. Inv. (Account 101) - Accumulated Elec. Plant Depreciation (Account 108)

Taxes Element = $\frac{\text{Acct. 408.1} + \text{Acct. 409.1} + \text{Acct. 410.1} + \text{Acct. 411.4} - \text{Acct. 411.1}}{\text{Gross Total Plant Investment - Accumulated Total Plant Depreciation}}$

Return Element = Applicable Rate of Return that encompasses the weighted return on equity component, as set by the Alabama PSC

EXHIBIT A-2

TELECOM RATE FORMULA

$$\text{Annual Rate per Pole} = \frac{\text{Space Occupied} + \frac{(2 \times \text{Unusable Space})}{(3 \times \text{No. of Attaching Entities})}}{\text{Pole Height}} \times \frac{\text{Net Pole Inv.}}{\text{Total Poles}} \times \text{Carrying Charge Rate}$$

Where:

Space Occupied = 1 foot

Unusable Space = 24 feet

Number of Attaching Entities = 2, 3, 4, or 5

Pole Height = 37.5 feet

And:

Net Pole Investment and Carrying Charge Rate are calculated as specified on Exhibit A-1 of this Agreement in the Modified / Clarified Cable Rate Formula.

For purposes of the Telecom Rate Formula only, Net Per Pole Investment shall be multiplied by 0.66, 0.56, 0.44, or 0.31 depending on the average number of attaching entities in the service area (5 = 0.66 multiplier, 4 = 0.56 multiplier, 3 = 0.44 multiplier, 2 = 0.31 multiplier)*

* This rate formula was adopted by applying the rate formula enumerated in the FCC's 2016 *Order on Reconsideration*. Licensors reserves the right to adjust the aforementioned formula in the event there is any subsequent change in the applicable law or regulations.

PUBLIC VERSION

EXHIBIT B

COST SCHEDULE

During the process of applying for pole attachment authorization, and during the term of this Agreement, Licensee is required to reimburse Licensor's costs incurred in connection with Licensee's request to attach. These activities, and the amount of costs to be reimbursed, are shown below. These items and amounts are subject to change as provided in the Agreement.

Facilities Location Maps.....	\$25.00 for first sheet, \$5.00 for each copy of the first sheet
Pre-attachment inspection.....	Total APC Cost
Work order preparation/engineering for modifications of existing poles (including rearrangement of existing attachments) or new construction	Total APC Cost
Revised work order, if in excess of original	Total APC Cost (less amount previously paid)
Post-attachment inspection	Total APC Cost
Transfers of Attachments	\$50.00
Curing Attachments' noncompliance with Codes and Laws.....	Total APC Cost
Special inspections.....	Total APC Cost
Periodic Field Counts.....	Total APC Cost

EXHIBIT C

INSURANCE SCHEDULE

Commercial general liability insurance on an Occurrence basis, the amounts of \$5,000,000 per Occurrence, and \$5,000,000 general aggregate including products-completed operations, except where Licensee has 1,500 or fewer Attachments on Licensee's poles, in which case Licensee shall carry at least \$1,000,000.

Commercial Automobile Liability insurance covering all owned, non-owned and hired autos of Licensee, with a combined single limit of \$5,000,000 each accident for bodily injury and property damage for any year in which Licensee has more than 7,500 attachments. For any year in which Licensee has 7,500 or fewer attachments, Licensee shall carry at least the amount of Business Automobile Liability insurance required by law.

Excess Liability Insurance in Umbrella, follow form coverage with a limit of at least \$8,000,000 per Occurrence for any year in which Licensee has more than 7,500 Attachments on Licensor's poles under this Agreement, or

Excess Liability Insurance in Umbrella, follow form coverage with a limit of at least \$3,000,000 each Occurrence for any year in which Licensee has 1,501-7,500 Attachments on Licensor's poles under this Agreement, or

Excess Liability Insurance in Umbrella, follow form coverage with per Occurrence limits such that the aggregate amounts of insurance (primary + excess) equals not less than \$5,000,000 for any year in which Licensee has 1500 Attachments or less on Licensor's poles under this agreement

Workmen's Compensation Laws in statutory amounts, and Employers Liability coverage in an amount of at least one million dollars (\$1,000,000) each accident/disease/policy limit.

EXHIBIT D

PERFORMANCE ASSURANCE SCHEDULE

<u>Number of Attachments</u>		<u>Rate</u>	<u>Cumulative Coverage Amount</u>
<u>From</u>	<u>To</u>		<u>Up to</u>
1	3,000	\$100/Attachment	\$300,000
3,001	6,000	\$75/Attachment	\$525,000
6,001	25,000	\$50/Attachment	\$1,475,000
More than 25,000		\$25/Attachment	---

The minimum amount of coverage is \$50,000.

For the purpose of determining the amount of coverage required, the number of Attachments shall be the total number for which annual attachment fees were billed at the beginning of the current Contract Year. Maximum coverage is \$2,500,000.

EXHIBIT E

SPECIAL INSPECTIONS

If during the course of performing periodic inspections, or through any other means, Licensor finds a pattern of recurring violations (at least ten violations of Licensee's Attachments for every 100 Licensee Attachments inspected), Licensor shall have the right, but not the obligation, to perform a special inspection at the Licensee's expense. Licensor shall notify Licensee at least thirty (30) days in advance of performing the special inspection of the location, nature and number of violations. Licensee shall participate in the special inspection. The special inspection will be limited to the substation on which the violations are found and to no more than approximately 20% of the Licensee's system in a calendar year, provided Licensee's system exceeds 1,000 attachments, unless agreed upon otherwise. Special inspections will be performed by Licensor personnel or, if contracted to a third party, will be competitively bid every third year. Licensor shall provide Licensee written notice at least 30 days in advance of issuing requests for information in order that Licensee may provide suggestions for contractors to be included on bid lists for special inspection contracts. However, all contractors must meet Licensor's bidder qualification requirements to be included on the bid list. To be considered for an award of a contract, a bidder must be a responsible bidder and must submit a responsive bid. Nothing in this Exhibit or Section 11 shall require Licensor to deviate from its normal bid procedures, nor shall anything in this Exhibit or Section 11 prohibit Licensor from conducting any special inspections at its own expense.

PUBLIC VERSION

EXHIBIT F

**AGREEMENT TO ASSUME
RIGHTS AND OBLIGATIONS OF POLE LICENSE AGREEMENT
(1 OF 2)**

[NEW ENTITY] and [LICENSEE], Licensee to Pole License Agreement No. _____, have entered into an agreement whereby [NEW ENTITY] will assume ownership of the following pole attachments attached to Licensors' poles:

[IDENTIFY ATTACHMENTS AT ISSUE BY NUMBER AND LOCATION]

The above-identified attachments are currently governed by Pole License Agreement No. _____. [NEW ENTITY] is not currently a party to a pole license agreement with Alabama Power Company ("Licensor"). Licensee and [NEW ENTITY] recognize that Licensor has not consented to the assignment of Pole License Agreement No. _____.

In recognition of the above, [NEW ENTITY] agrees to be bound by all the terms of Pole License Agreement No. _____, as though it is an original counterparty to same, until such time as [NEW ENTITY] enters a new and independent Pole License Agreement with Licensor for the above-identified attachments. [NEW ENTITY] and Licensee expressly recognize and agree that should [NEW ENTITY] at any time fail to comply with the terms of Pole License Agreement No. _____ prior to entering into a new and independent Pole License Agreement with Licensor, Licensee shall remain fully liable under the terms of Pole License Agreement No. _____ with respect to the above-identified attachments.

[NEW ENTITY] agrees to provide a written copy of this Exhibit F, executed by representatives from both [NEW ENTITY] and [LICENSEE], to Licensor no less than sixty (60) days prior to assumption of ownership of the above-identified attachments. [NEW ENTITY] expressly agrees to provide all necessary contact information and documentation (including proof of insurance and performance bond) required by Pole License Agreement No. _____ to Licensor no less than fifteen (15) business days prior to assumption of ownership of the above-identified attachments. [NEW ENTITY] and Licensee recognize, understand and agree that [NEW ENTITY]'s failure to provide all necessary contact information and documentation to Licensor's satisfaction shall void this Exhibit F and render Licensee responsible for all obligations of Pole License Agreement No. _____ with respect to the above-identified attachments.

PUBLIC VERSION

EXHIBIT F

**AGREEMENT TO ASSUME
RIGHTS AND OBLIGATIONS OF POLE LICENSE AGREEMENT
(2 OF 2)**

[NEW ENTITY]

Name

Title

Signature

Date

Mailing Address and Phone Number

[LICENSEE]

Name

Title

Signature

Date

**ALABAMA POWER COMPANY
OVERLASH NOTIFICATION FORM**

This Overlash Notification Form ("ONF") is to be used in the special circumstance where _____ ("Licensee") intends to modify an existing attachment(s) (or a third-party intends to modify Licensee's existing attachment(s)) on Alabama Power Company's ("Licensor") distribution pole by overlashing. Licensee agrees that the overlashing identified and described in this ONF is and shall be governed by the terms of Pole License Agreement No. _____ to which Licensor and Licensee are parties. This ONF shall be submitted at least fifteen (15) days prior to any overlashing on Licensor's poles in accordance with the terms of the Pole License Agreement.

By submitting this ONF, Licensee warrants and represents that the overlashing identified and described in this ONF will not be made to any Licensor pole with either (1) an existing National Electric Safety Code ("NESC") violation or (2) an existing violation of Licensor's Policies and Procedures until such violation(s) is corrected. Licensee understands that all work performed by Licensor or its contractors in association with this ONF will be at Licensee's expense. Licensee further warrants and represents that the overlashing identified and described in this ONF, and the additional weight and/or load to be added to the poles upon which said overlashing will be made, poses no immediate threat to person or property. In the event Licensee (or the third-party overlashing Licensee's attachment) learns or determines that the overlashing identified or described in this ONF creates or contributes to an immediate threat to person or property, Licensee agrees to refrain from overlashing until the immediate threat can be removed or, in the event overlashing has already been completed, to immediately remove the overlashing and immediately notify Licensor.

Licensee further warrants and represents that it (or the third-party overlashing Licensee's attachment) has performed a sufficient pole loading analysis concerning the pole(s) and attachment(s) identified and described in this ONF. All information Licensee (or the third-party overlashing Licensee's attachment) used in the performance of its pole loading analysis is included with this ONF. Licensee acknowledges that the purpose of Licensee providing this pole loading analysis information is to allow Licensor to validate Licensee's pole loading analysis and determine whether the poles and attachments at issue may accommodate the overlashing identified and described in this ONF without creating (1) a violation of the NESC; (2) a violation of Licensor's Policies and Procedures; or (3) an immediate threat to persons or property. In the event Licensor determines, via the information provided herein or otherwise, that the overlashing identified and described in this ONF creates (1) a violation of the NESC; (2) a violation of Licensor's Policies and Procedures; or (3) an immediate threat to persons or property, Licensor shall have the right, in its sole discretion, to either immediately remove the overlashing at Licensee's expense, or require Licensee to remove the overlashing within thirty (30) days' notice and until such time as the violation or immediate threat is cured.

Licensee: _____

Pole License Agreement No.: _____

Licensee Contact Address: _____

Overlashing Start Date: _____

Type of Service Provided by Overlash: _____

Poles to be Overlashed are free of NESC and Licensor Policies and Procedures violations:
Y/N _____

Overlash will not cause immediate threat to persons or property: Y/N _____

The attached Exhibit A to this ONF contains a list of all poles and locations to be overlashed and simultaneously identifies all poles (if any) with NESC violations, Licensor Policies and Procedures violations, and/or poles upon which the overlashing will cause immediate threat to persons or property. Licensee agrees to refrain from overlashing those poles with violations or which pose an immediate threat to persons or property.

The attached Exhibit B to this ONF contains all information used by Licensee (or the third-party overlashing Licensee's attachments) in the performance of a pole loading analysis for the poles upon which the overlashing will be made.

EXHIBIT 6

PUBLIC VERSION

Agreement No. PDD-CATV-2017-39
Effective Date: 5/24/2017

Pole License Agreement

by and between

Redacted

and

ALABAMA POWER COMPANY

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Pole License Agreement

THIS AGREEMENT, effective as of this 24th day of May, 2017, is made by and between Alabama Power Company, ("Licensor"), and **Redacted** ("Licensee").

WHEREAS, Licensee proposes to provide telecommunications, cable television, information and/or other communication services ("Services") in the State of Alabama, and desires to attach and maintain cables, wires and associated equipment owned by Licensee for provision of such Services on Licensor's poles in accordance with the "Act" (as defined below); and

WHEREAS, Licensor is required by the Act, under certain circumstances, to provide mandatory access to its distribution poles to telecommunications carriers and cable television systems; and,

WHEREAS to fulfill its obligations under the Act, Licensor will allow the installation of Licensee's Attachments (as defined below) on its distribution poles subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. a. Definitions

The term "Act" means the Pole Attachment Act, 47 U.S.C. §224, as amended by Section 703 of the Telecommunications Act of 1996, and any future amendments thereto.

i. The term "Affiliate" means an entity that owns, is owned by, or is under common ownership with Licensor or Licensee.

ii. The term "Attachment" means overhead cables, wires, and associated equipment or facilities of Licensee that are attached to distribution poles of Licensor in accordance with the terms and conditions of this Agreement. The term "Attachment" does not include, among other things, any wireless antenna and associated equipment, video surveillance equipment, or camera.

iii. The term "Codes and Laws" refers collectively to all applicable terms and provisions of the current revision of the National Electrical Safety Code, any successor codes, and all applicable statutes, regulations, ordinances, rules or orders issued by any authority having jurisdiction over Licensor's distribution poles and attachments thereto, including without limitation rules and regulations promulgated by the Occupational Safety and Health Administration.

iv. The term "Communications Space" means the space on Licensor's poles above minimum ground clearance and below the Communication Worker's Safety Zone (as defined by the NESC) within which Licensee may place its Attachments.

v. The term "Contract Year" means each twelve-month period between July 1 and June 30 that this Agreement is in effect after the first Contract Year. The first Contract Year shall run from the effective date

of the Agreement to the following June 30.

vi. The term "Drop Pole" means a pole used to support Licensor's service drop conductors.

vii. The term "Indemnified Parties" refers to Licensor, its present and future affiliates, and its representatives, agents, officers and employees of each of them. For purposes of this Agreement, the term shall also include any contractor, electric utility or other entity authorized by Licensor to perform work on its poles on its behalf.

viii. The term "Licensee" refers to the entity that has been granted access to Licensor's poles under the terms of this Agreement.

ix. The term "Licensee Entities" refers to Licensee, its parent, Affiliates, contractors and subcontractors, and the representatives, agents, officers and employees of each of them.

x. The term "Licensor" refers to Alabama Power Company.

xi. The term "NESC" refers to the current revision of the National Electrical Safety Code.

xii. The term "Policies and Procedures" shall refer to Licensor's policies and procedures described in Section 13.

xiii. The term "Pre-existing Attachment" refers to Attachments currently owned by Licensee that were installed on Licensor's poles by Licensee or any other entity prior to the execution of this Agreement.

xiv. The term "Post-attachment Inspection" refers to an inspection by Licensor of Licensee's installation of new Attachments, or modification of Attachments, that have otherwise been approved by Licensor in accordance with this Agreement.

xv. The term "Service Drop" refers to the overhead conductors between the Licensee's existing Attachment and the building or structure being served by Licensee.

xvi. The term "Specifications" refers to the specifications for Attachments provided to Licensee by Licensor.

2. Authorized Attachments

a. Licensor hereby grants to Licensee access rights to make Attachments to certain of Licensor's distribution poles in accordance with the terms and conditions hereof and applicable law. Licensee shall provide written notification to Licensor within 30 days after the initial offering of telecommunications services over any of its Attachments, whether directly or through an affiliate or through a third-party overlasher or lessee.

b. Attachment to Licensor's distribution poles may be made in accordance with the provisions of Sections 3 through 7 below. Under no circumstances is Licensee authorized to attach aerial conduit to Licensor's distribution poles. Licensee is expressly prohibited from placing any Attachment

above the Communications Space and from placing any Attachment on transmission poles and facilities of Licensor. For purposes of this Agreement, a transmission pole is one on which an electric power line having voltage of 40kV or higher is attached, including all poles used as guy stub poles for 40kV or higher lines. If the electric line is less than 40kV, it is a distribution line.

c. All Attachments made by Licensee shall be made and maintained at Licensee's sole expense.

d. Licensee acknowledges that the requirements of this Agreement (other than the requirement of requesting to attach), including but not limited to the requirement that all Attachments comply with Codes and Laws and Specifications, shall govern Pre-existing Attachments. Pre-existing Attachments shall be maintained in accordance with the above requirements and specifications that were in effect at the time when the Attachment was made consistent with NESC 013.B.

e. Service Drops shall be installed in accordance with all Codes and Laws and Specifications.

3. Attachment Authorization Procedure

a. Licensee shall make application to Licensor before making or allowing to be made any Attachment or modifications to an Attachment, except in the case of routine maintenance or Service Drops as provided for in subsection (b). Under no circumstances shall Licensee attach any facilities to a distribution pole of Licensor unless Licensee has first: (i) contacted Licensor to obtain a copy of the Policies and Procedures; (ii) submitted an application and a service area map (See Section 6 below) to Licensor that adequately identifies the location of each specific pole to which Licensee intends to attach; (iii) submitted payment of applicable costs including applicable modification costs; and (iv) received authorization to attach from Licensor. Attachments not made in accordance with this Section 3 shall be unauthorized attachments.

b. Service Drops may be attached to service or Drop Poles without prior notification so long as all provision of the Codes and Laws and Specifications are met. All Service Drops attached to service or Drop Poles for which application is not made shall be accumulated by area and submitted monthly with location address to the same Licensor engineering office to which applications for that area are submitted. Licensee shall also submit an application for all such Service Drops along with the itemized listing of Service Drop Attachments.

c. After Licensee has provided the information required in a.(ii) above, Licensor shall make a field inspection of each distribution pole to which Licensee proposes to make its Attachments and shall determine whether modifications of any of Licensor's distribution poles (including without limitation rearrangements of facilities on existing poles) are required to accommodate the proposed Attachments of Licensee in compliance with Codes and Laws and Specifications and the other requirements contained in this Agreement. Licensor reserves its statutory right under the Act to deny, on a non-discriminatory basis, any Attachment to its distribution poles to the extent allowed by 47 U.S.C. § 224(f)(2) and any applicable law. Any denial shall be in writing, stating the reasons for the denial and setting forth a process of appeal. Licensee reserves